THE GANGMASTERS (APPEALS) REGULATIONS 2006

In the matter of an appeal against a decision made by the Gangmasters Licensing Authority (Ref 44/E/RV)

The Gurkha's UK Limited (The Appellant)

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The Gangmasters Licensing Authority

(The Respondent)

Appointed Person

Ms Gill Sage

<u>Decision and Summary Statement of Reasons of the Appointed Person in relation to the above matter:</u>

<u>Decision</u>

Upon consideration of the appeal documents and accompanying letter lodged by the Appellant dated 21 April 2008 and the response to the appeal lodged by the Respondent it is the decision of the Appointed Person that the appeal of the Appellant be dismissed and the decision will take effect on the date of the promulgation of this decision.

Summary Statement of Reasons

- 1. This is an appeal against the decision of the Respondent dated the 4 April 2008 to revoke the Appellants license without immediate effect.
- 2. As a result of the expedited procedure set out in Regulation 20 Gangmasters (Appeals) Regulations 2006 ("the Appeals Regulations") applies, directions have been given to me and the parties have agreed that the appeal will be dealt with without an oral hearing pursuant to Regulation 15 of the Appeals Regulations. The parties have supplied all the documents they wish to rely upon and these have been considered by me in accordance with Regulations 15(3) of the Appeals Regulations.

The Background

- 3. The Appellant applied for a license on the 24 October 2006 and an application inspection was carried out on the 27 November 2006 a full license was granted on the 28 November 2006. It was noted to be a "new business" and this definition applied to businesses not trading in the required sector at the time of application. As they were not operating in a regulated sector, no worker interviews were carried out at the time and a full assessment of compliance was not obtained.
- 4. The Appellant called to advise the Respondent that they had begun to supply workers to the Regulated Sector on the 2 November 2007 therefore a compliance visit was scheduled for the 25 March 2008. This inspection was abandoned because the Appellant was not prepared.
- 5. The compliance visit was carried out on the 27 March 2008 and the Appellant scored 56 points. The failure score was 30 points.
- 6. In the License Decision Report it recorded that the decision to fail was made in respect of the following:
 - a. The Inspector was unable to confirm that National Insurance and income tax payments were correct as no PAYE records were available for inspection. The inspector reported that he was informed by the Principal Authority that the records were kept by the son of an employee on his PC in his bedroom.

- b. No workers had been paid holiday or sick pay (SSP). The labour provider had therefore admitted to withholding wages.
- c. No wage slips could be produced by the workers or the labour provider and no evidence could be provided that the workers had received wage slips.
- d. The records of 18 workers had been inspected and 8 of those had worked more than 48 hours. There was no evidence that workers had signed an opt out agreements.
- e. The workers had not received health and safety training
- f. The labour contract only showed an entitlement to 20 days holiday whereas from the 1 October 2007 all workers were entitled to 24 days holiday per annum (for a 5 day working week). There was no mention of maternity pay in the contract. Two workers did not have contracts at the time of inspection.
- g. Records were not kept for workers. For 11 out of 18 workers no records could be found or where in the process of being assembled.
- 7. On the basis of the above inspection outcome, the decision was made to revoke without immediate effect by a letter dated the 4 April 2008 the decision taking effect on the 1 May 2008 unless an appeal was submitted by the Appellant. The Appellant appealed by a letter and an appeal form dated the 21 April 2008. The letter confirmed that the labour provider:

"Was set up by an Ex-British Gurkha to assist in the placement and recruitment for similar Ex-British serving Gurkha's and is currently very small with only one main customer"

In addition to setting out their grounds of appeal, at the end of the letter they stated that:

"We ask you that you give us the opportunity to explain and detail our position with the intention of keeping out (sic) license and demonstrating to you we are a compliant labour provider"

- 8. The Appellant spoke on the telephone with the Respondent Secretariat on the 24 April 2008 about the appeal and the Appellant was made aware of the difference between a written determination and an oral hearing.
- 9. By a letter dated the 22 May 2008 the GLA Secretariat wrote to the Appellant informing him that the Respondent was content for the matter to be dealt with without the need for a formal hearing. The Appellant was asked to respond within 10 days to indicate whether he was content with this suggestion. The letter was received by the Appellant on the 23 May 2008. Having not responded, the Secretariat then wrote to the Appellant a second letter dated the 10 June 2008 (which was received by the Appellant on the 11 June 2008) asking for a response. As no response was received, the matter was therefore referred to the Appointed Person for a written determination of the matter.

Finding in relation to the alleged breaches of the Licensing Standards

The findings of fact in relation to the breaches of the Licensing Standards I find to be as follows:

1. Breach in relation to **Standard 2.2**:

The compliance visit found that, despite giving advanced warning of the documentation that they required to see on the visit (which was abandoned on the first attempt) it was found that the first payments of income tax and national insurance had been made one day after the inspector's initial visit, even though the contract for the supply of labour had been in place for 4 to 5 months. The inspector could not view the documentation relating to payments of tax and national insurance as they were not on site despite a request to see them. The inspector was unable to view the documentation as the Appellant told the Respondent that the son of an employee kept the employee records on his PC in his bedroom. The inspection concluded that there was no proper scheme in place to collect national insurance and income tax and VAT or that these had been paid to the collecting authorities'. It was concluded on the facts before them that there was a clear breach of this standard. The Appellants appeal letter responded that they had made the "yellow payment **booklet**" available at the inspection together with a breakdown per staff member of the payments made. They accepted that the accounting is processed by a relative of the owner off site but that it was "incorrect to insinuate that this is being carried out in a bedroom, it is not".

2. Having considered the evidence given by the Appellant and the Respondent, it was not disputed that the records were not kept on site and that they were not available for inspection as required. It was noted that standard 2.2 requires that "Deductions from workers' pay of income tax and National Insurance are accurate, appropriate and paid to HMRC". The Respondent on the compliance visit was not able to clarify the amounts properly due in respect of tax and National Insurance as the records were not available and the Appellant does not claim that these records were available at the time. Although in the appeal the Appellants refer to the yellow book, this document would not have been able to show the calculations carried out for each worker to establish whether the income tax deductions were correct. There was also no evidence available at the inspection, nor do the Appellants contend that any evidence was available, that the appropriate and correct sums had been paid to the HRMC, that being the case the Respondent's were entitled to conclude on the facts before them that there had been a failure of this standard. Even though the Appellants objected to the insinuation that the accounting was being carried out in a bedroom; that is beside the point. Irrespective of where the accounting is performed, it should be available for inspection at the appropriate time and it is made clear in Licensing Standard 2 that "Documents must be properly maintained and retained". In this case they were not properly maintained and available for inspection when requested. The Respondents were entitled to conclude on the facts that there had been a failure of this standard.

3. Breach of Standard 2.7:

The Respondent maintained that the Appellants had failed to pay holiday or sick pay (SSP) and that the Appellant had admitted to the Respondent's on the visit that he had failed to make these payments. It was concluded that the Appellant had admitted to withholding wages and was a clear breach of this standard. In the appeal letter the Appellants response to this was "The Company is currently paying all Holiday pay to the left workers and retraining the current workers to their entitlements". It was noted that the Appellants did not deny that they were in breach of this standard at the date of the inspection nor that the Respondents were wrong in the conclusions that they reached on the facts. The evidence of the Respondent is therefore not disputed and it is concluded that there is a clear breach of license standard 2.7.

4. Breach of **Standard 2.10**:

There is a requirement for labour providers to provide itemised accurate payslips for each pay period showing at least income tax, national insurance and other authorised deductions. At the inspection no wage slips could be

produced for inspection by either the workers themselves or the Appellant. In the appellants ground for appeal they stated that "a sample of the workers pay slips and detailed that the records were held electronically by our accounts service". It was noted that the Appellant could not state that pay slips had been produced and had been given to the workers, it was not explained what "a sample" meant. The appeal did not state that the Respondent was wrong to conclude that no payslips had been produced at the inspection. The Appellant did not say why no payslips could be produced by themselves or their workers, therefore on the balance of probabilities the report of the Respondent is accepted as the correct position at the time of inspection, that no wage slips were available for inspection and that as a result the conclusion of the Respondent was correct on the facts available to them at the time to conclude that there had been a breach of this standard.

5. Breach of Standard 5.2:

This standard states that all those workers who wish to work above 48 hours per week must sign an opt out to the Working Time Regulations. When the inspection took place it was identified that 8 workers had worked in excess of the 48 hour maximum and there was no evidence of an opt out being signed. The Appellants response on appeal to this point was as follows: "All the workers who wish to work over 48 hours are requested to sign an optout and but (sic) some staff do not wish to and don't sign the agreement so not all staff files have such agreements". It was not entirely clear what point was being made by the Appellants but it is no defence for a labour provider to state that workers do not want to sign opt out's if they wish to work over 48 hours per week. It is a requirement of the labour provider to get opt out's signed and to place them on file. The Appellant does not state that the required opt out's have been signed therefore there is a breach of this standard and the Respondent was correct on the facts before them to conclude that there was a failure of this standard.

6. Breach of Standard 6.2:

This standard requires a labour user to provide health and safety training to all workers that is appropriate. On the inspection the Respondent discovered that the workers had not received health and safety training and they concluded that either the Appellants system was not working as intended or was not being followed. The Respondent concluded therefore that there was a breach of this standard. On the appeal the Appellants stated that "The workers were H&S trained/ buddied by the labour user until recently when new workers are being trained by the company". The grounds of appeal do not show what health and safety training had taken place and how this was monitored and checked by the Appellant. There was also no evidence of

when the situation had changed and what training was being provided by the Appellant after they took over responsibility for health and safety training. The conclusions of the Respondent were not challenged by the Appellant who found that in fact the workers had not received health and safety training it can only be concluded therefore that the Appellant accepts that at the time of the inspection there was a breach of this standard. There was therefore a breach of this standard.

7. Breach of Standard 7.3:

This standard requires that all workers who are employed for more than one month or more under a contract of employment have a written statement of employment particulars. Those terms must include reference to holiday entitlement and SSP. On the inspection, the Respondent discovered that the contracts provided wrongly stated that the holiday entitlement was 20 days per annum (the entitlement had increased on the 1 October 2007 to 24 days) and there was no mention of statutory maternity pay. On the inspection it was discovered that two workers did not have contracts a further two workers had contracts that were not signed and one person did not have a contract. The Respondent held that this was a breach of this standard because the contracts did not correctly include the current holiday entitlement due under the Working Time Regulations, two workers did not have contracts and two had undated contracts. It was held that this was a breach of the standard. The Appellants appeal was stated to be "All contracts have been amended detailing holiday and maternity entitlement and all workers have been reviewed of their entitlement". It can be concluded from this appeal point that the Appellants accept that at the time of the inspection they were in breach. It was taken into consideration that changes made after the inspection does not indicate that the original decision was incorrect. The conclusion is therefore that at the time of the inspection the Respondent was entitled to conclude on the evidence before them that the Appellants were in breach of this standard.

8. Breach of Standard 9.1:

This standard requires that all workers files shall include their names, date of birth, address, national insurance number and documentation showing their entitlement to work in the UK. On inspection the Respondent found that records were not kept for all workers. 11 out of 18 workers had no records that could be found therefore it was concluded at the time of the inspection that the labour provider was in breach of this standard. In the Appellants appeal they stated that "All workers files are completed and up to date". The Appellant does not deny that he was in breach at the time of the inspection and the fact that he now has complied with the Standard does not

- make the respondent's decision on this point open to appeal. It is decided that the Appellant was at the time of the inspection in breach of this standard.
- 9. The community impact assessment carried out by the Respondent took in to account the impact upon the community and the decision to revoke was taken without immediate effect but it was concluded by the Respondent that there should be no delay in the implementation of the decision to revoke if the matter is held to be in the Respondent's favour and the decision to revoke is upheld. The Respondent makes the point that although the decision to revoke was not with immediate effect this was not to imply that the breaches were not serious. They called for a decision to revoke to be applied immediately if the decision goes against the Appellant.

Decision

- 10. It will be noted from the above findings that the Appellant did not successfully challenge any of the Respondent's conclusions in the inspection report. The Appellant did not state that the facts leading to the Respondent's findings were wrong or flawed in some way. The conclusions reached by the Respondent were therefore applied correctly on the facts and the evidence before them at the time of inspection and applied correctly to the license standards, entitling the Respondent in each case to conclude that a breach had occurred and in each case the breach was defined as a major breach. As set out in the findings above, the Respondent was entitled in each case to conclude that the breach had occurred. It can only be concluded therefore that at the relevant time that the decision was taken, the decision to revoke the licence was correct.
- 11. The Respondent calculated that the score that was achieved by adding up all of the major non-compliance for each category was 56 against a fail score of 30. This score was correctly calculated by the Respondents on the facts before them. Although this decision was appealed, the Appellant failed to set out any grounds on which the original decision was challenged. They stated in their appeal that certain breaches had, since the inspection been corrected (in relation to breaches 2.7, 7.3 and 9.1), but action taken after the inspection is irrelevant to the fact that the Appellant was found to be in breach at the date of the inspection leading to the conclusion that the Appellant had failed to comply with the standards set down by the Respondent.
- 12.I am reminded that the GLA was set up to "protect workers from exploitation" and the licensing scheme sets out to protect workers in the industries that are

subject to regulation. In this case all of the breaches were in relation to existing and long standing rights to protect employees and workers in the workplace. The breaches were major and resulted in the workers being exposed to significant hardship and possible risk in the workplace due to health and safety failing (not only in respect of failing to provide training but also in respect of failing to give paid holiday and to secure the 48 hour opt out).

13. It is my decision that the appeal be dismissed and that the revocation take place with immediate effect. It was noted in the Respondent's response to the Appellants appeal that any delay in the implementation of the decision would result in workers suffering further exploitation and as there had been significant breaches relating to health and safety and Working Time Regulations provisions I am satisfied that the revocation should take place on the date of the promulgation of this decision.

Signed

Dated

Person appointed by the Secretary of State to determine appeals under the Gangmasters (Appeals) Regulations 2006



Gangmasters Licensing Authority
PO Box 8538 * Nottingham * NG8 9AF
www.gla.gov.uk
t: 0845 602 5020 f: 0115 900 8943
e: enquiries@gla.gsi.gov.uk

Mr Andrew Iain Morrison Gurkha's Uk Limited (the) 8 Orchard Place Business Centre Comp Road Wrotham Heath Sevenoaks Kent TN15 8QX

Your ref:

Our ref: GURK0001/LM5

Email:

licensing@gla.gsi.gov.uk

Dear Mr Morrison

4 April 2008

Licence Revocation

The GLA is giving you notice that it intends to revoke your licence.

The decision will take effect from 1 May 2008, unless you submit an appeal against this decision within the next 20 working days. This means that you must cease trading within the regulated sectors from this date.

This decision has been made following the compliance inspection on 27 March 2008. Your business scored 56 points against the licensing standards. The fail score for an inspection is 30 points.

The business was found to be non-compliant in relation to the following licensing standards:

Licence Standard 2.2 (Major score 8 points)

Deductions from workers' pay of income tax and National Insurance are accurate, appropriate and paid to HMRC.

Details of non-compliance

The inspector was unable to confirm that National Insurance contributions and income tax payments are correct as no PAYE records were available for inspection. This was despite an advanced request from the inspector to see these records.

The Principal Authority stated that a son of an employee keeps records on his PC in his bedroom. However, no formal system is used. The labour provider was unable to comply with the advanced request for evidence of PAYE records. Therefore, the labour provider cannot be regarded as compliant with this standard.



Licence Standard 2.7 (Major score 8 points)

The gangmaster has not withheld or threatened to withhold payment to any worker on the following grounds:

- non-receipt of payment from the labour user
- the worker failing to prove that he has worked during a particular period of time (although the licence holder can satisfy themselves that the worker did carry out the work using other means)
- the worker only having worked during the period to which the payment relates
- any matter within the control of the gangmaster.

Details of non-compliance

The labour provider admitted that no workers have been paid holiday or statutory sick pay (SSP). No records or systems could be produced that demonstrated an ability to record holiday or SSP entitlement. All workers are entitled to holiday pay therefore; the labour provider has admitted to withholding wages. This is a matter within the control of the labour provider.

Licence Standard 2.10 (Major score 8 points)

There is evidence that workers have been provided with itemised accurate payslips for each pay period showing at least their income tax, National Insurance payments and other authorised deductions.

Details of non-compliance

No samples of wage slips could be produced by either the workers or the labour provider. The Inspector had given advanced warning given that sample wage slips would be required for inspection. The labour provider could not produce any evidence that workers have received accurate wage slips and has therefore; been found to be in breach of the licensing standard.

Licence Standard 5.2 (Major score 8 points)

There is evidence that any workers working in excess of 48 hours per week have freely signed an opt-out.

Details of non-compliance

The inspector examined the records of 18 workers supplied by the labour provider. From the records it could be seen that 8 of those workers had worked in access of 48 hours. However, the inspector could find no evidence that the workers had signed a 48 hour opt out agreement.



Licence Standard 6.2 (Major score 8 points)

The gangmaster has co-operated with the labour user to ensure that responsibility for:

- the provision of information to workers about any special qualifications or skills they require to do the work for which they have been employed has been agreed and assigned
- Any health and safety training, including induction training deemed necessary to carry out the work safely has been agreed and assigned and that
- the workers provided have received any necessary health and safety (including induction) training appropriate to the site(s) at which they are working and the work they have been employed to do. The information and training should be comprehensible

Details of non-compliance

Workers at the labour user's site had not received health and safety training as required under standard 6.2. Therefore, the labour provider has been found to be in breach of the licensing standard.

Licence Standard 7.3 (Major score 8 points)

There is evidence that all workers who have been employed continuously for one month or more under a contract of employment have a written statement of employment particulars. Or, if workers are engaged under contracts for services, there is evidence that these are agreed and provided to the workers before work commences.

The terms that must be agreed include:

- whether the worker is or will be supplied by the licence holder under a contract of employment, or for services, and the terms and conditions that will apply
- an undertaking to pay the worker for any work carried out regardless of whether the gangmaster has been paid by the labour user
- the length of termination the worker is required to give and entitled to receive, if any
- either the worker's pay rate, or the minimum rate to be expected
- the intervals at which the earnings will be paid; and details of any entitlement to paid holidays, SSP and other benefits

Details of non-compliance

From 1 October 2007 all workers have a statutory right to at least 4.8 weeks paid annual leave (that's 24 days paid holiday if a worker works five days a week). The labour provider contract showed only 20 days holiday entitlement. There was no mention of statutory maternity pay in the text of the contract. Two workers did not have contracts at the time of the inspection. For these reasons the labour provider did not comply with licensing standard 7.3.

Licence Standard 9.1 (Major score 8 points)

Records on workers' files include their name, date of birth, address, National Insurance number, and documentation showing their entitlement to work in the UK.



Details of non-compliance

The labour provider admitted on inspection that records were not kept for all workers. For 11 out of 18 workers sampled no records could be found or were in the process of being assembled. Therefore, at the time of the Inspection the labour provider was in breach of this standard.

The revocation of your licence has been made without immediate effect. The licence holder should not interpret this as permission to contravene UK law in the intervening period. The relevant authority with responsibility for the offence may also investigate / take action during this period. Corrective action taken during the intervening period will not be considered a basis for reversing the decision to revoke.

In the event the Authority sees fit to change this decision and revoke your licence with immediate effect you will be informed in writing. In these circumstances you will not be able to trade and you are advised to contact the Appeals Secretariat at the earliest opportunity as a fast track appeals process is available.

It is your responsibility to inform your workers and your customers of the possibility you may have your licence revoked. You have the option to re-apply for a licence, but you have to pay the application and inspection fees again.

What to do next: If you disagree with this decision you have the right of appeal. You must send your appeal in writing to the address below no later than 20 working days from the date of this letter. Please ensure that you explain fully why you disagree with the decision, and state clearly the name and address to whom all correspondence with the appeal must be sent. You must send your appeal in writing to the address below.

The Secretariat
Gangmasters Licensing Appeals
Defra, Electra Way
Crewe, Cheshire
CW1 6GJ

Telephone Number: 01270 754231 Fax Number: 01270 754260

E-mail: gangmasters.appeals@defra.gsi.gov.uk

For further information you can visit our website at www.gla.gov.uk or contact us on 0845 6025020

Please note that under the terms of the Gangmasters (Licensing) Act 2004 it is a criminal offence for an individual or business to operate as a Labour Provider without a Licence. It is also a criminal offence for a Labour User to employ the services of an un-licensed Labour Provider.

Yours sincerely

GLA Licensing Team

On behalf of the Gangmasters Licensing Authority

GURK0001 Company			Name: Gurkha's UK Limited (the)		
CI	Inspector	:	540	Date of Inspection: 27 March 2008	
Decision:					
FULL 🗌		ALC's 🗌	RE	VOKE 🖂	
ALC result	ting from C	GD Checks:	Not applicable		
LS	OGD	ĐTI	NON 🗌	·	
LS	OGD	DTI	NON 🗌		
	OGD	DTI	NON 🗌		

2.2 Evidence that workers income tax and NI are accurate, appropriate and paid over to HMRC?

The inspector was unable to confirm that National Insurance contributions and income tax payments are correct as no PAYE records were available for inspection. This was despite an advanced request from the inspector to see these records.

The Principal Authority stated that a son of an employee keeps records on his PC in his bedroom. However, no formal system is used. The labour provider was unable to comply with the advanced request for evidence of PAYE records. Therefore, the labour provider cannot be regarded as compliant with this standard.

2.7 changed from 2.9 as payment has been withheld.

The labour provider admitted that no workers have been paid holiday or statutory sick pay (SSP). No records or systems could be produced that demonstrated an ability to record holiday or SSP entitlement. All workers are entitled to holiday pay therefore; the labour provider has admitted to withholding wages. This is a matter within the control of the labour provider.

2.10 Evidence that workers have been provided with itemised and accurate payslips for each pay period?

No samples of wage slips could be produced by either the workers or the labour provider. The Inspector had given advanced warning given that sample wage slips would be required for inspection. The labour provider could not produce any evidence that workers have received accurate wage slips and has therefore; been found to be in breach of the licensing standard.

5.2 Workers working in excess of 48 hours per week have freely signed an opt out agreement?

The inspector examined the records of 18 workers supplied by the labour provider. From the records it could be seen that 8 of those workers had worked in access of 48 hours. However, the inspector could find no evidence that the workers had signed a 48 hour opt out agreement.

6.2 Is there evidence of the adequate provision of information, instruction training or supervision of workers?

Workers at the labour user's site had not received health and safety training as required under standard 6.2. Therefore, the labour provider has been found to be in breach of the licensing standard.

7.3 Workers employed for 1 month or more receive a written statement of employment particulars?

From 1 October 2007 all workers have a statutory right to at least 4.8 weeks paid annual leave (that's 24 days paid holiday if a worker works five days a week). The labour provider contract showed only 20 days holiday entitlement. There was no mention of statutory maternity pay in the text of the contract. Two workers did not have contracts at the time of the inspection. For these reasons the labour provider did not comply with licensing standard 7.3.

9.1 Records of workers' details are kept

The labour provider admitted on inspection that records were not kept for all workers. For 11 out of 18 workers sampled no records could be found or where in the process of being assembled. Therefore, at the time of the Inspection the labour provider was in breach of this standard.

Licensing standards that will not apply

5.1 Workers are allowed to take statutory breaks.

Tracking sheets from LU are of differing types, workers names are in full, first name only or surname & initial. first name spelling differs and different names used for same person, as ALL workers GHURKAS only limited number of surnames Difficult to establish

The inspector has not provided sufficient evidence to show that workers have not been allowed to take statutory breaks.

5.3 Accurate records are kept of days and hours worked

See 5.1 - one worker appeared to have work over 81 hours , this contradicts LUs comments on shifts/hours worked

The inspector has confirmed that he did see tracking sheets from which it could be seen what hours had been worked. The inspector has not provided any evidence that days and hour's workers have not been kept.

10.1 If workers were associated with the applicant, were all workers legally entitled to work in the UK

sampled one weeks records w/c 30.11.07

No records at all /files or being assesmbled - for 11 out of 18 workers.

PA stated did not have records for all workers

Reasons given for failure have been submitted in licensing standards 5.1, 9.1 and 10.1. It has been established that the reasons given for the failure of 5.1 are clear and separate to those of 9.1 and 10.1. However, to avoid unnecessary duplication of failures only 9.1 will be counted towards the revocation of this licence.

Fail Score: 56

Narrative:

The licence is to be revoked witout immediate effect. With immediate effect was considered as an option as there was a health and safety failiung by the business. However, the inspector did not report that any workers were in immediate danger therefore, the revocation will be without immediate effect. As the labour provider has failed to meet the 30 point pass mark a licence with conditions was not considered an appropriate option.

Name:	Date of decision:
s40	04/04/08



GURK0001 - GURKHA'S UK LIMITED (THE)

Section 1: Possession of a valid GLA issued Licence

1.1 A current GLA Licence is in issue P F X
1.2 Licence details are up to date P F X
1.3 URN and other licence details are provided by LP P F X
Section 1 Optional Comments
Section 2: Payment of Wages, Tax, NI, VAT
2.1 Is the business registered as an employer with a PAYE reference number? P F X III III
2.2 Evidence that workers income tax and NI are accurate, appropriate and paid over to HMRC? $\ensuremath{\mathbf{\omega}}$
P F X
Evidence seen that first payment of NI/Tax was made to HMRC one day after my initial visit. This was first payment although PA stated had contract in place for 4/5 months. Unable to confirm NI/TAX payments are correct as no PAYE records on site/seen , although these were requested. PA states son of employee keeps records on his PC in hios bedroom. no formal system uses an excel spread sheet. REcords not presented when requested despite notice given
2.3 If the business is registered for VAT, are all returns and payments up to date?
Not yet registered

2.4 Evidence that the an accurate payroll system is in place?
P F X
See 2.2
2.5 · Evidence that deductions (e.g. for transport or accommodation) are made from wages with the worker's consent?
PA states no deductions made but transport deduction form seen in files
2.6 Scotland - legal deductions are made
na
2.7 The applicant has not withheld, or threatened to withhold payment to any worker
P F X
2.8 Have workers been paid consistently at or above the appropriate national minimum wage?
P F X
2.9 Benefits are paid to workers 🚱
P F X
PA says no workers paid holiday or SSP, SMP, No records in place, to systems in place to record Holiday/ssp, workers not issued P45s/holiday when become dormant, PA stated they are working on system, orkers contract in place for 4/5 months. contract states p45 will be issued after not available for work three weeks
2.10 Evidence that workers have been provided with itemised and accurate payslips for each pay period?
P F X
No samples seen, although workers stated they had received something, not sure what
Section 2 Optional Comments
Pay roll uses excel spread sheet

Section 3: Debt Bondage, Harsh Treatment or Intimidation

3.1 Workers are not subjected to physical or mental mistreatment ** P F X III III
3.2 There are no debts to the Labour Provider P F X I I II
3.3 Any debts are in writing P F X
3.4 There has been no imposition of a transfer fee other than permitted in the regulations P F X
3.5 Workers are not penalised for either giving notice, or not passing on details of new employment PFX
3.6 Workers have freely chosen that employment P F X
3.7 Is there evidence that the applicant has complied with section 8 and returned identification documents to workers P F X I I I I
3.8 Disciplinary matters are properly dealt with by the LP P F X
3.9 LP does not disclose information relating to a worker PFX
3.10 Data and records are kept securely © P F X



Records kept in file cabinet, PA stated locked but didn't have key with him, cabinet is in office workshop to which operatives of other company have access. unable to verify computer password protected as not on site.

Section 3 Optional Comments

Section 4: Workers' accommodation

4.1 No under-18s are made to stay away from home P F X

_ na

4.2 Workers are allowed to find suitable alternative accommodation

PFX M M

4.3 Are arrangements for the safety of electrical installations and domestic gas appliances (where relevant) satisfactory

Section 4 Optional Comments

Section 5: Hours worked, Working Time Regulations, etc

5.1 Workers are allowed to take statutory breaks.

P F X

Tracking sheets from LU are of differing types, workers names are in full, first name only or surname & initial. first name spelling differs and different names used for same person, as ALL workers GHURKAS only limited number of surnames

Difficult to establish

5.2 Workers working in excess of 48 hours per week have freely signed an opt out agreement?

P F X
sampled one weeks records w/c 30.11.07 No records at all /files or being assesmbled - for 11 out of 18 workers. PA stated did not have records for all workers
5.3 Accurate records are kept of days and hours worked P F X
See 5.1 - one worker appeared to have work over 81 hours , this contradicts LUs comments on shifts/hours worked
Section 5 Optional Comments
Records from LU, often only single name used , difficult to verify /check details are correct
Section 6: Breaches in Health and Safety, Including Training
6.1 Are adequate and effective arrangements in place for managing the health and safety of any workers provided?
P F X
6.2 Is there evidence of the adequate provision of information, instruction training or supervision of workers? $\ensuremath{\mathfrak{G}}$
P F X
workers at LUs stated have not received H & S training, PA states will now provide for LU. SLA signed day after my initial vist
6.3 Have suitable and sufficient risk assessments been carried out in relation to work activities undertaken by adults? $\ensuremath{\mathfrak{G}}$
P F X
6.4 No charge is made for training 🔮
P F X
6.5 Are the arrangements in place for the safe use of plant, machinery or substances at work considered to be adequate? $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$
P F X

6.6 Have adequate arrangements and provision been made in respect of personal protective clothing, welfare facilities and first aid?
6.7 Drivers have valid licences
P F X
does not use
6.8 Are suitable arrangements in place for the safe use and maintenance of workplace transport? $\ensuremath{\mathfrak{G}}$
P F X
na
6.9 Vehicles are registered with the DVLA 🚱
P F X
Friday Kinday Artists
na ·
6.10 There are records of all drivers
P F X
na .
6.11 PSV registration and PCV licences exist
na Section 6 Optional Comments
·
Section 7: Recruitment and Contractual Arrangements
7.1 No discrimination 🚱
P F X

does not use

ALL workers are GHURKAS/ethnic Nepalesee Partner of PA is ex WO Brit Army, recruits from ex service friends, spouses & dependants. Concerns as LU takes on LPs workers for permanant positions if suitable, thus new workers at LU are primarly Ghurka 7.2 The identity, qualifications and authorisations of the workers supplied have been confirmed 🚱 PFX sampled one weeks records w/c 30.11.07 No records at all /files or being assesmbled - for 11 out of 18 workers. PA stated did not have records for all workers 7.3 Workers employed for 1 month or more receive a written statement of employment particulars? PFX contract shows 4 weeks - 20 days holiday no mention of SMP in contract four workers at Ip sanyjaya no contract santi not dated dil not dated two workers interviewe stated didn't have contract 7.4 No changes are made to contracts of employment or service without written consent of the employee? PFX R C C 7.5 No introduction of workers for direct employment by Labour Users PFXSection 7 Optional Comments Contracts all paper work in Englaish , yet ALL workers except PA are Ghurka Section 8: Sub-contracting 8.1 Subcontractors are licensed by the GLA PFX

8.2	Na	mes and details of sub-contractor(s) are recorded 🐠
P M na	F	X №
all s		ere is documentary evidence of the agreement between the Labour Provider and contractors 6
		e Labour Provider has the worker's permission before transferring them to another Provider X
	ı	
na		n 8 Optional Comments
Sec		
	cti	on 9: Identity Issues and Under Age Working
Se 9.1	Re	cords of workers' details are kept 🚱
Se		cords of workers' details are kept 🚱
9.1 P sar No	Re F M mple rec	cords of workers' details are kept 🚱
9.1 P sar No PA	Re F M mple rec sta	cords of workers' details are kept X Ed one weeks records w/c 30.11.07 cords at all /files or being assesmbled - for 11 out of 18 workers. ted did not have records for all workers mes and dates worked by children and young workers are kept X

9.4 CI	nildren only carrying out work permitted by law 🐠
ΡF	x
na Coetie	n O Ontional Community
Sectio	n 9 Optional Comments
Sect	ion 10: Legality and Rights of workers
10.1 I work i	f workers were associated with the applicant, were all workers legally entitled to n the UK $lackbreak{G}$
P F	X
	led one weeks records w/c 30.11.07 cords at all /files or being assesmbled - for 11 out of 18 workers.
	ated did not have records for all workers
	f overseas students were employed, were they employed for 20 hours or less
_	term time 🚱
	X
V	
10.3 V	Vorkers are not prevented from taking Trade Union membership 🚱
	X
r F	
20.000	Actions
10.4 N	lo supplying of workers to replace workers on strike 🛭 🚱
	X
区区	ESS CONTRACTOR OF THE PROPERTY
Sectio	n 10 Optional Comments
i	80 points
and	ou points
.0.38.0	AV3.0.7.23) Last Modified: 24 May 2006